

## UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 118 N. 32nd Avenue, Longport, NJ 08403

Address of Defendant: 1400 N. Providence Road, Media, PA 19063

Place of Accident, Incident or Transaction: 4200 block of Magee St., Philadelphia, PA

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases  
(Please specify) \_\_\_\_\_

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify) \_\_\_\_\_

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Bernard M. Gross

counsel of record do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(7), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought

DATE: \_\_\_\_\_

Bernard M. Gross

Attorney-at-Law

02571

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: \_\_\_\_\_

Bernard M. Gross

Attorney-at-Law

02571

Attorney I.D.#

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

Steve Otto and Marla Otto  
118 N. 32nd Avenue, Longport, NJ 08403

(b) County of Residence of First Listed Plaintiff Atlantic City, NJ  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Law Offices Bernard M. Gross, P.C.  
100 Penn Square East, Suite 450  
Phila., PA 19107 (215) 561-3600

**DEFENDANTS**

Erie Insurance Exchange  
1400 N. Providence Road, Media, PA 19063

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

**V. ORIGIN**

(Place an "X" in One Box Only)

- ☒ Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1332 (a) (1)

Brief description of cause:

This action seeks payment of underinsured motorist benefits

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

excess of \$150,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

*Bernard M. Gross*  
BERNARD M. GROSS

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**CASE MANAGEMENT TRACK DESIGNATION FORM**

STEVE OTTO and MARLA OTTO, h/w	:	CIVIL ACTION
	:	
v.	:	
	:	
ERIE INSURANCE EXCHANGE	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

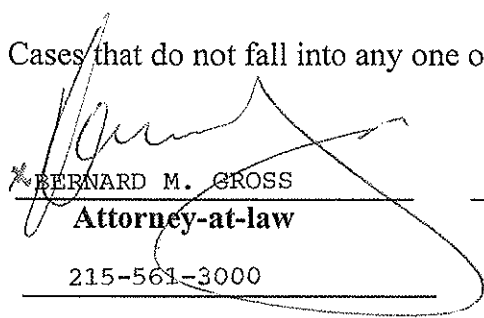
**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ☒

**Date**

215-561-3600

**Telephone**

  
BERNARD M. GROSS

**Attorney-at-law**

215-561-3000

**FAX Number**

**Attorney for** PLAINTIFFS

peggy@bernardmgross.com

**E-Mail Address**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**STEVE OTTO and  
MARLA OTTO, H/W  
118 N. 32<sup>ND</sup> Avenue  
Longport, NJ 08403**

**v.**

**ERIE INSURANCE EXCHANGE  
1400 N. Providence Road  
Media, PA 19063**

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:

**CIVIL ACTION NO:**

**12 PERSON JURY TRIAL  
DEMANDED**

**COMPLAINT**

1. Plaintiffs Steve Otto and his wife Marla Otto are individuals and reside at 118 N. 32<sup>nd</sup> Avenue, Longport, NJ 08403

2. Defendant Erie Insurance Exchange ("Erie Insurance") is a corporation incorporated in the Commonwealth of Pennsylvania with its principal place of business located at 1400 N. Providence Road, Media, PA 19063. At all times material hereto, Erie Insurance regularly conducted business in the Commonwealth of Pennsylvania and the City of Philadelphia.

3. Jurisdiction is based upon diversity of citizenship pursuant to 28 USC §1332(a)(1); the matter in controversy exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00) exclusive of interest and costs; plaintiffs Steve Otto and Marla Otto are citizens of the State of New Jersey; and defendant Erie Insurance is a citizen of the Commonwealth of Pennsylvania.

4. At all times material hereto, plaintiffs Steve Otto and Marla Otto were insured by the defendant insurance company under an insurance policy containing underinsured motorist coverage. A copy of the declarations pages of said policy is attached hereto as Exhibit "A".

5. The aforesaid policy issued by defendant insurance company was in effect on November 12, 2012.

6. On the aforesaid date, at approximately 5:45 p.m., in the 4200 block of Magee Street in Philadelphia, Pennsylvania, a vehicle occupied by plaintiff Steve Otto was involved in a collision with an underinsured motor vehicle.

7. The aforesaid motor vehicle collision was caused by the carelessness, recklessness and negligence of the underinsured motorist and consisted of the following:

(a) Operation of the underinsured motorist's motor vehicle at a high and excessive rate of speed under the circumstances;

(b) Failure to have the underinsured motorist's motor vehicle under proper and adequate control under the circumstances;

(c) Failure to have due regard for the point and position of said motor vehicle containing the plaintiff;

(d) Violation of the pertinent statutes and ordinances;

(f) Otherwise failing to exercise due care under the circumstances.

8. As a result of the aforesaid collision, the plaintiff Steve Otto sustained serious injuries in and about the head, body and extremities including but not limited to bilateral cervical and lumbar radiculopathy, aggravation of preexisting cervical and lumbar degenerative joint and disc disease, including disc herniations at C3-4, C5-6, and C6-7 and disc protrusions at L3-4 and L4-5, cervical and lumbosacral strain and sprain with myofascitis, myofascial syndrome, sacroiliitis, cervicgia, multiple cuts and bruises, posttraumatic stress disorder, post concussion syndrome, depression, anxiety, and a severe shock to the nerves and nervous system, which injuries are or may be permanent. Plaintiff has suffered and may continue to suffer great physical pain, serious and permanent injury and mental anguish; plaintiff has been and may continue to be prevented from attending to plaintiff's usual activities, duties and occupations and has suffered and may continue to suffer a loss of earnings and earning capacity; and plaintiff has incurred and may continue to incur various medical expenses in and about an effort to cure plaintiff of the aforesaid injuries.

9. As a further result of the aforesaid collision, plaintiff Marla Otto has been and will continue to be deprived of the services, society, companionship and consortium of her husband plaintiff Steve Otto, to plaintiff Marla Otto's detriment and loss.

10. As a result of the aforesaid motor vehicle collision, the plaintiffs sustained injuries, damages, and losses with a value in excess of the limits of liability for said underinsured motor vehicle, namely \$ 50,000 per person/\$ 100,000 per collision.

11 The insurance carrier for the underinsured motorist settled plaintiffs' claims against the underinsured motorist for \$ 50,000, the full amount of coverage available. See Exhibit "B" for the declarations pages for the insurance policy covering the underinsured motorist on the date of the collision, and the executed release for the \$ 50,000 settlement.

12. As a result of the aforesaid motor vehicle collision, plaintiffs' third-party personal claims have a value in excess of the limits of liability insurance for the underinsured motorist.

13. Under the underinsured motorist policy issued by the defendant insurance company, plaintiffs are entitled to recover underinsured motorist benefits from defendant insurance company.

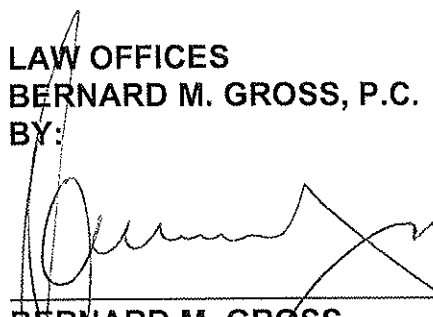
14. An underinsured motorist claim was promptly made to defendant insurance company on behalf of plaintiffs.

15. Plaintiffs has fully complied with the terms of the policy issued to plaintiffs.

16. The plaintiffs and the defendant insurance company have failed to agree on the amount of underinsured motorist benefits that plaintiffs are entitled to recover.

**WHEREFORE**, plaintiff Steve Otto and Marla Otto demand judgment against defendant Erie Insurance Exchange in a sum in excess of One Hundred and Fifty Thousand Dollars (\$150,000.00).

**LAW OFFICES  
BERNARD M. GROSS, P.C.  
BY:**



---

**BERNARD M. GROSS  
Validation Code: BG638  
Suite 450, Wanamaker Bldg.  
100 Penn Square East  
Philadelphia, PA 19107  
215-561-3600**

**Attorney for Plaintiffs**



**EXHIBIT “A”**



## Policy Q03-0406794 Declaration effective 04/04/2012

ERIE INSURANCE EXCHANGE  
FAMILY AUTO POLICY

AMENDED DECLARATIONS 02 \* \* EFFECTIVE 04/04/12

ATTACH THIS TO YOUR POLICY.

REASON FOR AMENDMENT - MULTIPLE CHANGES

AA8540 NEALE J. BOYLE INS AGY. 03/04/12 TO 03/04/13 Q03 0406794 A

MARIA OTTO &

STEVE OTTO

228 HENLEY RD

WYNNEWOOD PA 19096-3136

AGENT - NEALE J. BOYLE INS AGY.

209 HUNTER STREET, STE. 203

AGENT PHONE - (610) 892-0662

MEDIA PA 19063 5700

\*\*\*\*\*  
\* CONGRATULATIONS! A PIONEER EXPERIENCE RATING CREDIT HAS \*  
\* BEEN APPLIED TO YOUR POLICY PREMIUM. \*  
\*\*\*\*\*

\*\*\*\*\*  
\* YOUR COLLISION COVERAGE AND DEDUCTIBLE APPLY TO PRIVATE PASSENGER \*  
\* AUTOS YOU OR A RESIDENT RELATIVE RENT FOR 45 DAYS OR LESS. THIS IS \*  
\* SUBJECT TO LIMITS, TERMS AND CONDITIONS IN THE POLICY. \*  
\*\*\*\*\*

ITEM 4. AUTOS COVERED

AUTO	YR	MAKE	VIN	ST	TER	PHY	LIOTCMCL	RATINGCLASS	DDP
1	00	HOND	ACCORD LX	1H	GC	3161YA009813	PA	7Y E 0812	A1ASM FM58
2	03	CHEV	MALIBU	1G	1ND52J13M715114	PA	7Y A 0815	A2ALM MM46	

ITEM 5. INSURANCE IS PROVIDED WHERE A PREMIUM, OR INCL, IS SHOWN FOR THE  
COVERAGE. COVERAGES, LIMITS AND ANNUAL PREMIUMS ARE AS FOLLOWS-

M EQUALS THOUSAND \$

#1 #2

\*\*\*\*\*GOOD DRIVER RATES APPLY\*\*\*\*\*

--- THE FULL TORT OPTION APPLIES TO ALL PRIVATE PASSENGER VEHICLES. ---

LIABILITY PROTECTION-

BODILY INJURY \$250M/PERSON \$500M/ACC	162	190
--	-----	-----

PROPERTY DAMAGE \$50M/ACC	96	113
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FIRST PARTY BENEFITS-

MEDICAL EXPENSE \$5M	52	73
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INCOME LOSS \$1M/MONTH, \$5M MAXIMUM	7	10
--------------------------------------	---	----

ACCIDENTAL DEATH \$5M	1	2
-----------------------	---	---

FUNERAL BENEFIT \$1.5M	1	1
------------------------	---	---

UNINSURED MOTORISTS COVERAGE-

BOD INJ \$250M/PERSON \$500M/ACC-STACKED	98	108
--	----	-----

UNDERINSURED MOTORISTS COVERAGE-

BOD INJ \$250M/PERSON \$500M/ACC-STACKED	211	231
--	-----	-----

PHYSICAL DAMAGE COVERAGES-

COMPREHENSIVE - \$250 DED	28	35
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COLLISION - \$500 DED	108	147
-----------------------	-----	-----

OPTIONAL COVERAGES-

TRANSP EXPENSES - COMP \$25/DAY, \$1,125/LOSS	5	5
---	---	---

TRANSP EXPENSES - COLL \$25/DAY, \$1,125/LOSS	15	15
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TOTAL ANNUAL PREMIUM FOR EACH AUTO	784	930
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TOTAL ANNUAL POLICY PREMIUM	\$ 1,714
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ADDITIONAL CHARGE DUE TO THIS CHANGE	\$ 621
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ITEM 6. APPLICABLE POLICY, ENDORSEMENTS, EXCEPTIONS TO DECLARATIONS ITEMS

ALL AUTOS - FAP 03/07, AFPP01 03/07, AFPA03 03/12, UF-6853 07/10\*.

AUTO 1 - AFPU01 11/11.

AUTO 2 - AFPU01 11/11\*.

\*\*\*DRIVER INFORMATION AMENDED

\*\*\*RATING CLASS REVISED

\*\*\*MULTI-CAR DISCOUNT APPLIED



\*\*\*AUTO 2 ADDED

ANTI-THEFT DISCOUNT APPLIES-ALARM AUTO 1

ANTI-THEFT DISCOUNT APPLIES-ALARM AUTO 2

AUTO/HOME MULTI POLICY DISCOUNT APPLIES

PASSIVE RESTRAINT DISCOUNT APPLIES - DUAL AIRBAGS AUTO 1

PASSIVE RESTRAINT DISCOUNT APPLIES - DUAL AIRBAGS AUTO 2

ANTI-LOCK BRAKE DISCOUNT APPLIED AUTO 2

PAY PLAN DISCOUNT APPLIES

DISCOUNTS AVAILABLE - SEE ENCLOSED FORM UF-6853

\*\*\*\*\*  
\* FIRST ACCIDENT FORGIVENESS APPLIES. THE FIRST SURCHARGE FOR A \*  
\* FUTURE AT-FAULT ACCIDENT WILL BE WAIVED. \*  
\*\*\*\*\*

EXPLANATION OF ADULT &/OR YOUTHFUL DRIVER RATING CLASS

AUTO 1-PLEASURE USE, UP TO 8,500 MILES ANNUALLY

FEMALE, MARRIED, AGE 58

AUTO 2-TO WORK 6-10 MILES ONE WAY, 8,501 OR MORE MILES ANNUALLY

MALE, MARRIED, AGE 46

MISCELLANEOUS INFORMATION

ITEM 7. EACH AUTO WE INSURE WILL BE PRINCIPALLY GARAGED AT THE ADDRESS SHOWN  
IN ITEM 1, UNLESS ANOTHER ADDRESS IS SHOWN BELOW.

ITEM 9. UNLESS A CO-OWNER OR LIENHOLDER IS LISTED BELOW, THE NAMED INSURED  
IS THE SOLE OWNER OF EACH AUTO WE INSURE.

\*\*\*\*\*

DRIVER\* ST

1 MARLA OTTO PA

2 STEVE OTTO PA

\*IF A DRIVER IS NOT A RESIDENT RELATIVE AS DEFINED IN YOUR POLICY,  
COVERAGES, BENEFITS AND RIGHTS MAY BE LIMITED. REFER TO YOUR POLICY AND  
ITS ENDORSEMENTS FOR TERMS, DEFINITIONS, LIMITATIONS, REDUCTIONS,  
EXCLUSIONS AND CONDITIONS.

DRIVER DISCOUNTS -

AUTO 1 - OVER 55.

Q03 0406794

**EXHIBIT “B”**

**Nationwide®**  
On Your Side

Prepared on: September 26, 2012 Page 1 of 4

## Your Policy Declarations

### Nationwide Auto Policy

Policy Period: Sep 24, 2012 - Feb 26, 2013

Policy Number: 5837E 111832

#### Policyholder (Named Insured):

Fazlur Rahman  
4106 Vages Ave  
Philadelphia, PA  
19135-2502

Keep these Declarations for your records.

### General Policy Information

#### Issued: September 26, 2012

These Declarations are a part of the policy named above and identified by the policy number above. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

**Policy Period:** September 24, 2012 - February 26, 2013 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy expires at 12:01 a.m. at the address of the named insured stated herein.

Your carrier is Nationwide Affinity Insurance Company Of America, NAIC #25093.

#### IMPORTANT MESSAGES:

IF THIS DECLARATIONS PAGE SHOWS THAT COLLISION COVERAGE APPLIES TO YOUR AUTO, THERE IS ALSO COLLISION COVERAGE FOR DAMAGE TO A RENTED AUTO. COVERAGE IS SUBJECT TO CONDITIONS AND LIMITATIONS LISTED IN THE POLICY OR ATTACHED ENDORSEMENTS.

#### Changes Made to Your Policy

- Effective September 24, 2012
- Changed Your Policy To Limited Tort
- Changed Birth Year Of Youngest Driver In Household
- 2001 Lexus Rx 300/L
- Changed Comprehensive

#### Premium Summary and Other Charges

2001 Lexus Rx 300/L	\$
1999 Toyota Camry	\$
<b>Total For Policy Coverages</b>	<b>\$</b>
<b>Total Policy Premium</b>	<b>\$</b>

#### How You Saved on this Policy with Nationwide

- |                     |                     |                      |
|---------------------|---------------------|----------------------|
| • Passive Restraint | • Safe Driver       | • Accident Free      |
| • Good Student      | • Anti Theft Device | • Multi Car          |
| • Home & Car        | • Affinity          | • Farm Bureau Member |

Thank you for being a long term customer.

**Nationwide®**  
On Your Side

For coverage definitions and descriptions,  
visit Nationwide.com

Policy Period: September 26, 2012 Page 2 of 2

### Your Policy Declarations

Nationwide Auto Policy  
Policy Period: Sep 24, 2012 - Feb 26, 2013  
Policy Number: 5837E 111832

#### Listed Driver(s)

Name	Date of Birth	Marital Status
Fazlur Rahman		Married
Nabidur Rahman	12/21/90	Single

#### Excluded Driver(s)

The following driver(s) are excluded from all coverages and all vehicles on the policy:

Razia Rahman

#### Insured Vehicle(s) and Schedule of Coverages

**2001 Lexus Rx 300/L**

VIN JTJHF10U510209078

Coverages	Limits of Liability	Premium
Comprehensive and \$ 1,500 IN Customization	Actual Cash Value Less \$ 500	\$
Collision and \$ 1,500 IN Customization	Actual Cash Value Less \$ 500	\$
Property Damage Liability	\$ 50,000 Each Occurrence	\$
Bodily Injury Liability	\$ 50,000 Each Person	\$
	\$ 100,000 Each Occurrence	\$
Uninsured Motorists-Bodily Injury	(Non-Stacked)	
	\$ 50,000 Each Person	\$
	\$ 100,000 Each Occurrence	\$
Underinsured Motorists-Bodily Injury	(Non-Stacked)	
	\$ 50,000 Each Person	\$
	\$ 100,000 Each Occurrence	\$
Loss Of Use-Rental Days Plus	Endorsement 3573	\$
	\$ 30 Per Day	\$
	\$ 900 Per Accident	\$
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$
Option 4-Funeral Benefit	\$ 2,500	\$
Limited Tort		
	<b>Total for this Vehicle</b>	<b>\$</b>

Continued on the next page

**Nationwide®**  
On Your Side

**Your Policy Declarations**

Nationwide Auto Policy  
Policy Period: Sep 24, 2012 - Feb 26, 2013  
Policy Number: 5837E 111832

**Insured Vehicle(s) and Schedule of Coverages (continued)**

**1998 Toyota Camry**

VIN #T4BG22X0WJ229079

Coverages	Limits of Liability	Premium
Property Damage Liability	\$ 50,000 Each Occurrence	\$
Bodily Injury Liability	\$ 50,000 Each Person \$ 100,000 Each Occurrence	\$
Uninsured Motorists Bodily Injury	(Non-Stacked) \$ 50,000 Each Person \$ 100,000 Each Occurrence	\$
Underinsured Motorists-Bodily Injury	(Non-Stacked) \$ 50,000 Each Person \$ 100,000 Each Occurrence	\$
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$
Option 4 Funeral Benefit	\$ 2,500	\$
Limited Tort		
<b>Total for this Vehicle</b>		<b>\$ 0</b>

**Policy Level Schedule of Coverages**

Coverages	Limits of Liability	Premium
Roadside Assistance	Plus - Covers Disablement Up To 100 Miles/\$100 Lockout \$ 500 Trip Interruption Endorsement 3436	\$
Accident Forgiveness Feature - Currently Eligible To Use		
<b>Total for Policy Coverages</b>		<b>\$</b>

**Policy Form and Endorsements**

V-0370	Nationwide Auto Policy
V-3283A	Named Excluded Operator (Pennsylvania)
V-3436	Roadside Assistance Coverage
V-3453	Amendatory Endorsement
V-3272	Limited Tort Option Election (Pennsylvania)
V-3573	Loss of Use - Rental Days Plus

Continued on the next page

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Revised on September 20, 2012 Page A of 4

## Your Policy Declarations

**Nationwide Auto Policy**  
Policy Period: Sep 24, 2012 - Feb 26, 2013  
Policy Number: 5637E 111832

**For Office Use Only:**  
08/02/12 \$

**Issued By:** Nationwide Affinity Insurance Company Of America  
**Countersigned At:** Harrisburg, PA.  
**By:** Terence M. Gannon

<b>How to Contact Us</b>	
Your Nationwide Agent	Gannon Ins. Associates Inc 215,331,1200
Customer Service	1.877.869.6877
Internet	Nationwide.com
24-Hour Claims Reporting	1.800.421.3536
Driving Impaired (TTY)	1.800.622.2421



## RELEASE OF ALL CLAIMS

CLAIM NUMBER: 58 37 E 111832 11122012 02

FOR AND IN CONSIDERATION OF the payment to me/us the sum of (\$50,000) dollars, and other good and valuable consideration, I/we, being of lawful age, have released and discharged, and by these presents do for myself/ourselves, my/our heirs, executors, administrators and assigns, release, acquit and forever discharge Fazlur Rahman, Nabidur Rahman, Nationwide Affinity Assurance Company of America, and any and all other persons, firms and corporations, whether herein named or referred to or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known and unknown personal injuries, death, and/or property damage resulting or to result from an accident that occurred on or about 11-12-2012 at or near Magee Avenue, Philadelphia, PA 19135.

I/we hereby declare and represent that the injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I/we rely wholly upon my/our own judgment, belief and knowledge of the nature, extent and duration of said injuries, and that I/we have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any person or persons representing him or them, or by any physician or surgeon by him or them employed.

I/we understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied.

It is further understood and agreed that I am responsible for the payment of any lien or charges against the settlement sum, including but not limited to Worker's Compensation liens, liens of the Department of Public Welfare or liens arising out of any other form of public assistance. Should any person or entity make a claim for payment of any liens or charges against the released parties, I hereby agree to indemnify and hold harmless the released parties, from any and all liens, charges, fees, attorney's fees, cost, interest and other sums.

It is agreed that distribution of the above sum shall be made as follows:

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act

WITNESS \_\_\_\_\_ hand and seal this 3 day of Oct, 2013.

In the presence of:

CAUTION! READ BEFORE SIGNING

Name \_\_\_\_\_ Your Signature S.O. Steve Oth (SEAL)

Address \_\_\_\_\_ Your Signature M.C. Maria Oth (SEAL)

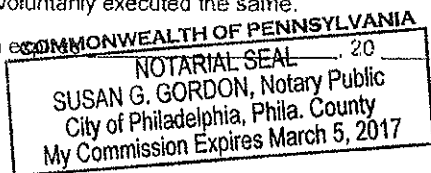
Name \_\_\_\_\_

Address \_\_\_\_\_

State of PA, County of Phila

On this 3 day of October, 2013. Before me personally appeared \_\_\_\_\_ to me known to be the person described herein, and who executed the foregoing instrument and he/she acknowledged that he/she voluntarily executed the same.

My term expires 20



Notary Public

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.